

Article - Commercial Law

[Previous][Next]

§14–2703.

(a) If a new motorized wheelchair does not conform to an applicable express warranty and the consumer reports the nonconformity to the manufacturer, the motorized wheelchair lessor, or to any of the manufacturer's authorized motorized wheelchair dealers, and makes the motorized wheelchair available for repair before 1 year after first delivery of the motorized wheelchair to a consumer, the nonconformity shall be repaired at the manufacturer's expense to correct the nonconformity regardless of whether the repairs are made after expiration of the warranty rights period.

(b) If in any subsequent proceeding it is determined that the consumer's repair did not qualify for repair under this article, and the manufacturer was not otherwise obligated to repair the motorized wheelchair, the consumer shall be liable to the manufacturer for costs of repair.

(c) (1) If, after a reasonable attempt to repair, the nonconformity is not repaired, the manufacturer shall carry out the requirement under paragraph (2) or (3) of this subsection, whichever is appropriate.

(2) At the direction of the consumer, except a consumer who leases a motorized wheelchair, the manufacturer shall do one of the following:

(i) Accept return of the motorized wheelchair or any of its component parts and replace it with a comparable new motorized wheelchair or any of its component parts and refund any collateral costs.

(ii) Accept return of the motorized wheelchair and refund to the consumer and to any holder of a perfected security interest in the consumer's motorized wheelchair, as their interest may appear, the full purchase price plus any finance charge, amount paid by the consumer at the point of sale, and collateral costs, less a reasonable allowance for use. The reasonable allowance for use may not exceed the amount obtained by multiplying the full purchase price of the motorized wheelchair by a fraction, the denominator of which is 1,825 and the numerator of which is the number of days that the motorized wheelchair was driven before the consumer first reported the nonconformity to the motorized wheelchair dealer.

(3) At the direction of a consumer who leases a motorized wheelchair, the manufacturer shall:

(i) Accept return of the motorized wheelchair;

(ii) Refund to the motorized wheelchair lessor and to any holder of a perfected security interest in the motorized wheelchair, as their interest may appear, the current value of the written lease as defined in subsection (d) of this section; and

(iii) Refund to the consumer the amount that the consumer paid under the written lease plus any collateral costs, less a reasonable allowance for use as defined in subsection (e) of this section.

(d) The current value of the written lease equals the total amount for which that lease obligates the consumer during the period of the lease remaining after its early termination plus the motorized wheelchair dealer's early termination costs and the value of the motorized wheelchair at the lease expiration date if the lease sets forth that value, less the motorized wheelchair lessor's early termination savings.

(e) A reasonable allowance for use may not exceed the amount obtained by multiplying the total amount for which the written lease obligates the consumer by a fraction, the denominator of which is 1,825 and the numerator of which is the number of days that the consumer drove the motorized wheelchair before first reporting the nonconformity to the manufacturer, motorized wheelchair lessor, or motorized wheelchair dealer.

(f) To receive a comparable new motorized wheelchair or a refund due under subsection (c)(1) or (2) of this section, a consumer, except a consumer who leases a motorized wheelchair, shall offer to transfer possession of the motorized wheelchair having the nonconformity to the manufacturer of that motorized wheelchair. No later than 30 days after that offer, the manufacturer shall provide the consumer with a comparable new motorized wheelchair or a refund. When the manufacturer provides the new motorized wheelchair or refund, the consumer shall return the motorized wheelchair having the nonconformity to the manufacturer, along with any endorsements necessary to transfer legal possession to the manufacturer.

(g) (1) To receive a refund due under subsection (c)(3) of this section, a consumer who leases a motorized wheelchair shall offer to return the motorized wheelchair having the nonconformity to the manufacturer of that motorized wheelchair. No later than 30 days after that offer, the manufacturer shall provide the refund to the consumer. When the manufacturer provides the refund, the consumer shall return the motorized wheelchair having the nonconformity to the manufacturer.

(2) To receive a refund due under subsection (c)(3) of this section, a motorized wheelchair lessor shall offer to transfer possession of the motorized wheelchair having the nonconformity to the manufacturer of that motorized wheelchair. No later than 30 days after that offer, the manufacturer shall provide the refund to the motorized wheelchair lessor. When the manufacturer provides the refund, the motorized wheelchair lessor shall provide any endorsements necessary to transfer legal possession to the manufacturer.

(3) A person may not enforce the lease against the consumer after the consumer receives a refund due under subsection (c)(3) of this section.

(h) A motorized wheelchair returned by a consumer or motorized wheelchair lessor in this State under subsection (c) of this section, or by a consumer or motorized

wheelchair lessor in another state under a similar law of that state, may not be sold or leased again in this State unless full disclosure of the reasons for return is made to any prospective buyer or lessee.

[Previous][Next]